

MEMORANDUM OF AGREEMENT

BETWEEN

**THE DEPARTMENT OF HEALTH AND SENIOR SERVICES (DHSS)
DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES
OFFICE OF EMERGENCY MEDICAL SERVICES**

AND

FOR

**RECEIPT, MAINTAINANCE AND USE OF COMPUTER DISTRIBUTED
FOR TRAINING PURPOSES TO VOLUNTEER FIRST AID AND RESCUE
SQUADS UNDER EMT TRAINING FUND
COMPUTER PURCHASE PROGRAM**

WHEREAS, THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES, OFFICE OF EMERGENCY MEDICAL SERVICES (OEMS) and THE ABOVE NAMED VOLUNTEER FIRST AID AND RESCUE SQUAD wish to enter into this agreement to provide a computer to the volunteer first aid squad to be used for training purposes, and;

WHEREAS, THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES OFFICE OF EMERGENCY MEDICAL SERVICES (OEMS) has the statutory authority to administer the EMERGENCY MEDICAL TECHNICIAN TRAINING FUND under N.J.S.A. 26:2K-54 et seq., and;

WHEREAS, THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES, OFFICE OF EMERGENCY MEDICAL SERVICES (OEMS) finds it in the public interest to provide computers to volunteer first aid and rescue squads to assist those squads in maintaining the highest standards of education and training possible;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. Statement of Purpose:** The purpose of this agreement is to establish the conditions, terms and procedures under which THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES, OFFICE OF EMERGENCY

MEDICAL SERVICES (OEMS) may provide computers to New Jersey volunteer first aid and rescue squads for the purpose of educating and training their members to provide the highest level of emergency medical services possible to the public.

II. Definitions: Under this Agreement, the following definitions shall apply:

- (A.) “Agreement” refers specifically to this memorandum of agreement.
- (B.) “MOA” refers specifically to this memorandum of agreement.
- (C.) “OEMS” means THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF LOCAL HEALTH AND EMERGENCY SERVICES, OFFICE OF EMERGENCY MEDICAL SERVICES.
- (D.) “Receiving Authority” specifically refers to the volunteer first aid and rescue squad or organization that agrees to accept a computer under the terms of this Agreement.
- (E.) “Subject Computer” specifically refers to the computer provided under the terms of this agreement, and includes all computer components, including, but not limited to, the central processing unit (CPU) and its contents, monitor, and any peripherals or software which OEMS may provide now or in the future.

III. Terms of Agreement: In consideration of receipt of a computer from the Office of Emergency Medical Services (OEMS), the Receiving Authority agrees to the following terms and conditions:

- (A.) The Receiving Authority agrees to accept all responsibility for the proper care, use, maintenance and repair of the Subject Computer and any of its peripheral components (ie., printer, accessory disk drive, etc.). The Receiving Authority understands that OEMS assumes no responsibility for the proper care, use, maintenance and repair of the Subject Computer and any of its peripheral components (ie., printer, accessory disk drive, etc.) after the signing of this Agreement unless specifically provided for in this agreement.
- (B.) The Receiving Authority agrees to accept all responsibility for any and all services or devices obtained in connection with the proper use of the Subject Computer. This includes, but is not limited to, telephone lines and provider fees necessary for maintenance of internet access beyond the initial internet access contract period.
- (C.) The Receiving Authority agrees that it will in good faith utilize the Subject Computer for its expressed training purposes only. Authorized uses are communication and information exchanges directly related to the charter,

mission and work tasks of the Receiving Authority, and include education and training purposes, domestic preparedness, recruitment and retention.

- (D.) The Receiving Authority agrees to keep the Subject Computer at it's principal place of business, not in any personal residence. The Subject Computer remains the property of OEMS and OEMS retains the right to recover the Subject Computer and to dispose of it or to distribute the same to another Receiving Authority.
- (E.) If at any time the Receiving Authority wishes to terminate this Agreement or forfeit use of the equipment, the Receiving Authority shall contact OEMS to retrieve the Subject Computer.
- (F.) The Receiving Authority agrees that this MOA will not be valid unless it is signed by a responsible officer of the Receiving Authority. The Receiving Authority agrees to contact OEMS to execute a new Agreement in the event the signer of this Agreement leaves the Receiving Authority or is otherwise relieved of his or her position.

By signing below, the parties consent to the terms of this Agreement.

Dated: _____

Responsible Officer and Title (Please Print)

Signature of Responsible Officer

OEMS